

### **REMARKS**

In response to the Official Action of June 18, 2007, claims 1, 8, 11, 13, 16, 17, 19, 21, 24-29, 31-33, 40, 41, and 43 have been amended, claims 2, 12, 20, 30 and 42 have been cancelled, and claim 44 is newly submitted. Newly submitted claim 44 corresponds to electronic device claim 19, but written using means plus function terminology. No new matter has been added.

#### **Claim Objections**

At section 2, claims 1, 11, 19, 29, 31, 33 and 41 are objected to for lack of a preamble. Each of these claims is now written in a form having a preamble followed by the transitional verb "comprising".

#### **Claim Rejections - 35 USC §102**

At section 4, claims 1-5, 7-20, 22-33, 35, 36 and 40-43 are rejected under 35 USC §102(e) as being anticipated in view of US patent application publication 2003/0018582, Yaacovi.

With respect to claims 1 and 2, it is asserted that Yaacovi discloses the actions recited in claim 1 and claim 2. Claim 1 has now been amended to incorporate the actions of claim 2 and to further specify that the actions of claim 2 with respect to verifying the integrity of the information indicative of the conditions in which the distribution of the package is allowed, is performed before the examining of the information indicative of the conditions in which the distribution of the package is allowed and further if the examining determines that distribution of the package is allowed, distributing said package.

#### **Yaacovi**

Yaacovi relates to redistribution of rights-managed content. Yaacovi discloses a technique for content redistribution. Digital content is packaged and the package is associated with a first license that permits usage of the content on a first device. The first license also specifies the conditions upon which the content may be redistributed and

licensed for use on a second device. When a content package is sent to the second device, the second device engages in a re-licensing transaction to obtain a second license that permits use of the content on the second device. Creation of the second license takes place according to conditions specified in the first license. For example, these conditions may specify a price for the second license, and/or a requirement that a portion of the purchase price be paid back to the owner of the first license, and/or a requirement that the first license be revoked upon creation of the second license (Yaacovi, Abstract).

At paragraph [0008] it states that the content is initially distributed in the form of a "protected content package". A license is associated with the protected content package (for example, by including the license in the package itself, or associating a separate license file with the package), and the content contained in the content package can be used only in accordance with the terms of the license.

As one example, the content may be stored in the content package in an encrypted form, such that the content is decryptable only by a decryption program that is trusted to obey the terms of the license. The license, for example, may permit rendering of the content (e.g., display of text or video on a monitor, playing audio through speakers, etc.), but not printing or recording of the content. The license may also permit usage of the content on a particular computing device or group of computing devices, but may deny usage on other devices. One term in the license in accordance with the invention is a "redistribution" term, which governs whether the content can be licensed for use on a device other than the one(s) on which it is currently licensed and, if so, what actions are to take place upon such relicensing.

Thus, it appears that the system disclosed in Yaacovi uses a content package that can be distributed from a first device to a second device only if the license terms are fulfilled.

### **Argument**

Claim 1 has been further amended to specify the action of verifying the integrity of the information indicative of the conditions in which the distribution of the package is

allowed, and if the verification of the integrity of the package fails, prohibiting the distribution of the package. The Office asserts that this feature is shown in Yaacovi via a check that is performed to verify the integrity of the information indicative of the conditions in which the distribution of the package is allowed.

Specifically, reference is made to claims 2 and 14 of Yaacovi. Claim 2 of Yaacovi states:

"...determining that licensure of the first content package for use on the first computing device is consistent with a first of said one or more terms."

The one or more terms are specified in claim 1 of Yaacovi as the following:

"...governing the relicensing of the first content package; and licensing the first content package for use on the first computing device in accordance with said one or more terms."

It therefore appears that the presently claimed verifying the integrity of the information indicative of the conditions in which the distribution of the package is allowed as set forth in amended claim 1 is quite different from checking the terms of licensing as recited in Yaacovi. The meaning of claim 2 of Yaacovi is that it is checked whether the first computing device has rights to use the content. This concept is clear from the example recited in paragraph [0008] of Yaacovi in which it is stated that "the content contained in the content package can be used only in accordance with the terms of the license". Therefore, claim 1, as amended, is not anticipated by Yaacovi.

Since claim 1 is believed to be not anticipated by Yaacovi, it is respectfully submitted that claims 3-5 and 7-10 are further not anticipated by Yaacovi due to their ultimate dependency from claim 1.

Furthermore, with respect to claim 8, this claim specifies verifying the integrity of the package which, for the reasons presented above with respect to claim 1, is believed to be not anticipated by Yaacovi.

Furthermore, regarding claim 9, it is stated that the distribution of the package is allowed or not allowed comprising at least one detail of the other electronic device. The Office relies on paragraph [0041] of Yaacovi which states that a license (206) contains a

set of terms (302-308). For example, term (302) states that a copy of content (210) contained in content package (204) is "registered to John.Smith@msn.com.". This term (302) means that content package (204) is usable on devices that are registered to the specified user, who is identified in this example by an e-mail address. The question is whether such a detail of the other device is the same as that specified in claim 9 of the present application.

The specification of the present application points out at page 10, lines 17-20 that the distribution of the package (1) may depend on the date, the time of day, the identity of the electronic device (device ID), the manufacturer of the device, the model or version of the device, the provider of the package, user subscription information, etc. The device ID is not the same as the user's ID as disclosed in Yaacovi and therefore claim 9 is believed to be further not anticipated by Yaacovi.

Independent system claim 11, independent electronic device claim 19, independent mobile communication device 29, independent computer readable medium claim 31, independent package claim 33 and independent business method claim 41 have all been amended in a manner similar to claim 1 and each of these claims are believed to be not anticipated by Yaacovi for the reasons set forth above with respect to claim 1.

Furthermore, dependent claims 13-18, 22-24, 26-28, 32, 35, 36, 40 and 43 are also believed to be further not anticipated by Yaacovi due to their ultimate dependency from an amended independent claim which is believed to be not anticipated by Yaacovi.

Furthermore, with respect to dependent claim 24, this claim specifies that the controller is configured for preventing modifying the package. The Office relies upon paragraph [0008] of Yaacovi, however, this paragraph does not appear to explicitly teach the subject matter of claim 24. In particular, it only states that the content may be stored in the content package in an encrypted form, such that the content is decryptable only by a decryption program that is trusted to obey the terms of the license. However, this does not encompass the requirement of claim 24 of preventing modifying the package.

It is therefore respectfully submitted that claim 24 is further not anticipated by Yaacovi.

Claim 25 is believed to be further not anticipated by Yaacovi for the same reasons as presented above with respect to claim 8.

With respect to claim 26, this dependent claim specifies that the controller is configured for indicating to a user of the electronic device, information on packages for which distribution is allowed. The Office relies on the arguments presented with respect to claim 19, however, the subject matter of claim 19 is different from the subject matter of claim 26. Claim 19 relates to examining information indicative of the conditions in which the distribution of the package is allowed, whereas claim 26 states that the controller is configured for indicating to a user of the electronic device information on packages for which distribution is allowed. In other words, according to claim 26, the user is informed (for example, a list is shown) of the packages in the electronic device which the user is allowed to distribute to another device. Such a feature is not disclosed in Yaacovi based upon the arguments set forth by the Office.

### **Claim Rejections - 35 USC §103**

At section 6, claims 6, 34 and 37 are rejected under 35 USC §103 in view of Yaacovi as applied to claim 1, further in view of US patent 7,127,431, Kambayashi, et al. Each of these claims depends from an independent claim which is believed to be not anticipated or suggested by the cited art and therefore these claims are believed to be allowable.

At section 7, claim 21 is rejected under 35 USC §103 as unpatentable over Yaacovi as applied to claim 20 further in view of US patent 5,943,423, Muftic. Claim 21 depends from independent claim 19 and is believed to be distinguished over the cited art due to such dependency.

At section 8, claims 38 and 39 are rejected under 35 USC §103(a) as unpatentable over Yaacovi as applied to claim 33 further in view of US patent application publication 2002/0069263, Sears, et al. Claims 38 and 39 also each depend from independent claim

33 which is believed to be distinguished over the cited art and therefore these claims are also believed to be distinguished over the cited art.

Newly submitted claim 44 corresponds to independent device claim 19, but written using means plus function terminology. For the same reasons as set forth above with respect to claim 19, claim 44 is believed to be allowable over the cited art.

In view of the foregoing, it is respectfully submitted that the present application as amended is in condition for allowance and such action is earnestly solicited.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Alfred A. Fressola', written over a horizontal line.

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